









## THE SUPREME COURT.

DECISIONS RENDERED TUESDAY, JANUARY 12, 1886.

**Mon. James Jackson, Chief Justice; Ross, Samuel Hall and M. H. Bradford, Justices—Reporters for the Constitution by J. H. Lewis, Jr., Supreme Court Reporter.**

**Anderson vs. Freeman.** Complaint from city court of Richmond County. Partnership. Debtor and Creditor. Contracts. Master and Servant. (Before Judge Eves.) [Jackson, C. J., not presiding on account of presidential cause.]

Blanchard, J. Where a merchant employed a clerk, and pending his term of service the merchant formed a partnership in the same character of business, and the clerk entered the service of the firm, his contract with the original employer was not annulled, and if he had been paid by the latter his wages up to the formation of the firm, and after entering the service of the firm, he refused to continue his employment with them, at the same rate, but retained as payment to himself funds of the firm at a higher rate, and was discharged, he could not recover from the original employer.

**Harper & Bro. vs. plaintiff in error.** S. F. Webb, for defendant.

**National Bank of Augusta et al. vs. Banes.** Complaint from city court of Richmond County. Witness. Contracts. Partnership. Charge of Court. (Before Judge Eves.)

Blanchard, J.—I. Where certain iron works were leased on certain terms provided in the contract, among which was a stipulation that the property was not to be encumbered for more than \$25,000, and the lessee should not be personally liable beyond the property specified; and where the lessee bought corn and gave an acceptance thereof signed by him as lessee, and subsequently sold and conveyed the same to the executors of one of the owners, who had died, and the other owners, the lessee was not a competent witness, either at the common law or under the Code, to prove that the lease had been assigned to the executors, who had appointed him their agent, that would so acting the corn was purchased for the benefit and use of the owners, and that he did not disclose his agency. Code § 3554, 72 Ga. 145.

(a.) This case differs from that in 61 Ga. 238.

2. Certain iron works were held by a trustee for the benefit of certain beneficiaries. A person under a written contract to lease the property to lease the property on substantially the following terms: He to keep the property for two years at the rate of \$3,000.00 per year, payable quarterly; payment to be given immediately; any rent charges to commence April 1st, thereafter; the rent to be paid on condition that the running of the furnace made a sufficient net profit to warrant him to delay; he to be allowed to charge \$100.00 per month for compensation, to be included in the expense account before arriving at the net profit; if the net profit was more than the rent, the surplus was to go to him; if less, the rent was to be related to that amount; there was to be furnished to him not more than \$25,000, at the rate of seven per cent interest; if the business should turn out unprofitable, he was to be saved harmless from any balance of the \$25,000 that might be due. The real owners met and accepted the proposition in writing, and the trustee was directed to lease the property on the terms proposed, under the condition that the property was not to be encumbered to a greater amount than \$25,000, and that no personal liability whatever should attach to the owners of the property beyond or to a greater extent than the property specified.

Held, that the contract was one of lease, and neither created a partnership between the owners and the lessee nor constituted the latter the agent of the former; nor were the lessee personally liable for any debt contracted by the lessee.

3. The requests to change on behalf of the plaintiffs in error should have been given, except the third, which was to the effect that a written contract of lease cannot be rescinded without a change of possession or without a writing dispensing with the same, signed by the lessee. The request might have been proper under the requisite qualifications.

4. The evidence did not authorize the verdict, even if the testimony of the lessee were properly in. He did not show that the lessee consented or agreed that he might surrender the lease, nor how he became their agent; and the owners could own a particular interest in the property, could not bind each other by the appointment of an agent.

Judgment reversed.

Frank H. Miller, J. Gamaliel Twigg & Verdict, for plaintiffs in error.

J. C. C. Black, for defendant.

**Crane, Watkins & Co. vs. Smith, trustee.** Claim from Jefferson County. Onus Probandi. (Before Judge Cresswell.)

[Jackson, C. J., not presiding on account of presidential cause.]

Blanchard, J.—There, in a claim case, the plaintiff proved that the defendant in error had inherited the land levied on from his father, and that in 1870 it was apportioned to him and he went into possession, and the tenant in possession testified that he bought the land from one J. T. Smith, that he thought it belonged to the defendant in error, and never heard that it belonged to defendant's wife; that the case began, when it was claimed by Smith as her trustee, nor were the lessee nor the claimant on proof of his title; and it was error to dismiss the levy on motion.

Judgment reversed.

Phillips & Wynne, for plaintiff in error.

Cain & Polhill, Gamble & Hunter, for defendant.

**Creach et al. vs. Richards, administrator.** Equity from Richmond County. New Trial. Verdict. Decree. Practice in Superior Court. (Before Judge Roney.)

Blanchard, J.—1. A motion for new trial reaches the errors in the finding of the jury or such errors of the court as may have led to the finding, but is not the proper method of correcting errors in a decree. Such errors can be reached only by direct exception thereto or by motion to correct them.

2. It does not appear that there was any error in the decree in this case.

(a.) One who leased homestead property from the head of the family and placed valuable improvements thereon, had an insurable interest therein, and having insured the tenements on the property for his own benefit, upon the occurrence of a loss by fire, he alone was entitled to recover therefor.

3. Where a case is tried on special issues of fact, the court should only submit to the jury such issues as were taken in connection with the admitted facts in the pleadings, will enable him to render a full decree in the case. But the submission of improper issues does not bear on the errors assigned in this case.

Judgment affirmed.

S. F. Webb, for plaintiffs in error.

Leonard Phinney, for defendant.

**Vason vs. Strauss.** Certiorari from Richmond County. Contracts. Assumpsit. Equity.

Blanchard, J.—Where a property owner wrote to another to go to her lot and cut off the hydrant in her yard, and he did not do this, but without objection or knowledge of or consent on her part, laid a hundred feet of conduit pipe, furnished an iron top and repaired water piping and faucet, he was not entitled to sue and recover of her therefor.

Judgment reversed.

Clairborne Reed, by F. W. Capers, Jr., for plaintiff in error.

Adolph Brandt, for defendant.

**Johnson & Co. vs. O'Donnell & Burke et al.** Equity from Richmond County. Assumpsit. Fraud. Debtor and Creditor. (Before Judge Roney.)

[Jackson, C. J., not presiding on account of presidential cause.]

Blanchard, J.—1. Where a person who is insolvent purchases goods, and not intending to pay, conceals his insolvency and intention not to pay, he is guilty of a fraud, which entitles the vendor, if no innocent third party has acquired an interest in them, to disaffirm the contract and recover the goods. 93, U. S. 633;

1 Hill, 202, 311; 53 N. Y. 462; 70 Ill. 255; 15 M. & W. 216; 70 Ga. 417; 66 Ind. 125; 42 Id., 46; Code § 3633, 373.

2. Under the allegations in this bill, a court of equity has jurisdiction, and the remedy in equity is more adequate and complete than at law. This bill shows that the goods of complainant were fraudulently acquired by the defendant, and fraudulently transferred to the other defendants; and to avoid a multiplicity of suits a court of equity would have jurisdiction, there being no effect of multifariousness or misjoinder of defendants.

3. Complainant has the right of creditors to test the validity of preferred debts and to require an accounting from the assignees. 70 Ga. 313, 321.

Judgment reversed.

Frank H. Miller, Wm. K. Miller, for plaintiffs in error.

No appearance for defendants.

## ATLANTA.

Some of Her Wonderful Possibilities—How Will She Use Them?

In countries near the tropics at an elevation of six to ten thousand feet above the level of the sea, the most delightful climates of the globe are found. At such heights in parts of Mexico the annual range of the mercury is from 55 to 85 degrees; but in consequence of the rareness of the atmosphere at this altitude the effect of changes upon the human system is perhaps not more than half what it would be on a level with the sea, and so the changes of the atmosphere would seem to be more than fifteen degrees for the whole twelve months. We do not look for such a climate as this in the United States; it is not to be found here. At the base of the western hemisphere, that "house of culture and castles," the mercury varies from 29 degrees below zero to about 100 degrees above, the air, too, is heavy in all that eastern country and renders the heat oppressive and the cold severe. Old Hickory, the corner of America, could not bear to face the east wind there, and for this reason postponed till winter weather a trip to Boston. In the high countries of the west, Colorado, for instance, the changes are great and very sudden, the range being from thirty degrees below to 105 degrees above zero. But there too, owing to the rareness of the air, the country being at an elevation of from four to eight thousand feet, the changes are hardly so much felt as are the extremes of New England. In the great northwestern states, Minnesota, etc., the changes are as great and as sudden as in the south, but the range is not so great. In the summer and intensely cold in the winter. St. Louis, in the bottom of the great Mississippi valley, six or seven hundred miles from the sea and only about half as many feet above it, has a climate that is unusually severe. There with the mercury at ninety-eight degrees, strong men have dropped dead from excessive heat; dozens in a day, and the cold of winter rivals that of Chicago. At New Orleans and other gulf and south-Atlantic cities the summers are long and debilitating and the winters lack a refreshing air, causing fever and ague, or high fevers. The range of temperature at Atlanta is from about zero to ninety-eight degrees above. Her elevation of more than a thousand feet above the sea, temperate in the summer which her southern latitude would give, while in winter her latitude in turn tempers the cold which her altitude would give; and then, too, the effect of both heat and cold are rendered less by the rareness of the atmosphere. Moreover, situated on a "divide" from which the waters flow in opposite directions, the peculiar topography of the surrounding country keeps the air in motion, and the result, thus doing much towards the dissipation of foul gases. Free from malaria; too high to be hot; too far south to be cold; the air too light for its dampness, cold or its heat to be oppressive; the city, bearing an odor of resin from the surrounding forests of pine, a balsam to lungs that are weak, and the stimulating qualities of ozone, Atlanta has a climate to which no other city in the American city east of the Rocky mountains is comparable.

It has been the misfortune of the writer to be obliged to spend a great part of the past twelve years in taking care of his lungs, and he has thus been forced to give the subject of climate a little study, in our own and other countries, and he may be pardoned for this expression of his opinion. With such a climate and its other well known advantages what are the possibilities of Atlanta? The writer has a friend who having studied the climate of Atlanta was most favorably impressed by it and less than a year since visited the city for himself, thinking he might move his business from a sister city and make Atlanta his home; but her water supply and her sewerage, or rather the lack of them, was to him not the feather in the balance, but the heavy weight that turned the scale against her. Almost anything else, he thought, was good or bad, the promise of being made so at no very distant day; but he could not take his family and his business to a city where the water-closets and cesspools for sixty thousand people were comparatively without sewerage, and where water supply was mainly from cisterns and wells. Climate, with him, was matter of vast importance, and thousands of others consider it as he did, but local surroundings may more than balance many mountain health resorts, even small towns of twenty-five hundred inhabitants, are losing their patronage, because of the prevalence of typhoid and other fevers attributed to a lack of proper drainage and Atlanta, though profit by their experience. The citizens of Atlanta, like those of other new cities, are, upon an average, more intelligent and thorough-going than those of older cities, and for this reason to adopt the most approved means for her advancement would be comparatively easy. Let her bring to her some mountain stream—all that she needs, and some to throw away. Construct the most approved sewers and require that all filth be turned into them, and the prospects of Atlanta, as bright as they are now, will be enhanced a hundred fold. Thousands of those who live in Boston, New York and other eastern cities are forced to leave homes in winter to the cold, and they long for a home where they can stay. Atlanta is the only city that offers the natural conditions; will she make use of them? Her climate is vastly cooler in summer than that of any large eastern city, and warmer in winter, and at no time debilitating, and when her advantages are made use of, she will be more than compensated by health-seekers, alone, to say nothing of the pleasure and interest of her own people. Two-thirds of the population of Colorado is said to have gone there for the benefit of their health, and half the entire revenue of Denver is said to be derived from health and pleasure seekers, the few who go there in winter. Atlanta's summer climate is not only good, but her winter climate is equally so, and when she improves the advantages that God has given her she will be the most healthful and delightful American city.

Pardon this evidence of the writer's interest in your city. His father was a Georgian—a north Georgian too—and his interest may be excused as a sort of patriotism on the part of one who, though a citizen of another state, is none the less A FRIEND OF ATLANTA.

January 11, 1886.

P. S.—Since writing the above, I see by the morning papers that during the present unprecedentedly cold weather the thermometer reported considerably lower than it is, since the establishing of the signal service there.

Used properly it never disappoints anybody. We refer to Dr. Bull's Cough Syrup.

The repeal of the crop lien law took effect on the first in thirty counties in Alabama.

"Brown's Bronchial Troches" are excellent for the relief of Hoarseness or Sore Throat. They are exceedingly effective.—Christian Union, London, Eng.

Twelve acres of iron land near Oxmoor, Ala., worth five dollars an acre several years ago are now held at \$100.00.

MRS. WINSLOW'S SOOTHING SYRUP for children teething, softens the gums, reduces inflammation, allays all pain and cures wind colic. 25 cents a bottle.

Why Jews Live So Long.

The New England Medical Monthly contains very favorably on the proverbial long and healthful lives of the Jews. Dr. Planchard holds that this superiority is due to their stringent health laws. The Mosaic law, the eating of flesh and other articles of food. Of the animals examined, a large proportion are always condemned as unfit for food. People who eat meat indiscriminately are very prone to disorders of the blood and of the kidneys, for meat is composed of nitrogen, which the kidneys have to remove from the blood, and of course they can do this successfully except by the aid of Warner's safe cure, the best kidney strengthener, and it is temperately partaken of and only the very best meat is used. Jews also use alcoholic liquors very sparingly and thus keep up good digestion, and then again they are very strict in their Sabbath-observing class.—Housekeeper.

John Trumans, in Stokes county, N. C., the other day, dug up \$3.00 in gold and silver coin.

**HORSFORD'S ACID PHOSPHATE.**

In Impaired Nervous Function.

Dr. C. A. Fernald, Boston, Mass., says: "I have used it in cases of impaired nerve function, with beneficial results, especially in cases where the system is affected by the toxic action of tobacco."

In some parts of Alabama the people favor a law staying the collection of debts.

**SCOTT'S EMULSION OF PURE Cod Liver Oil, with Hypophosphites.**

Is Remarkable as a Flesh Producer.

The increase of flesh and strength is perceptible immediately after commencing to use the Emulsion. The Cod Liver Oil emulsified with the Hypophosphites is most remarkable for its healing strength, curing and flesh-producing qualities.

Liberal contributions were made in Chattanooga for the relief of the poor during the cold spell.

J. L. Estes, Burnsville, Chickasaw Nation, Indian territory, writes: "I have to thank Alcock's Porous Plasters for saving the life of my wife; she was attacked with pneumonia, which commenced with a violent chill, great coughing and high fever. I could not get a doctor, but fortunately had a box of Alcock's Porous Plasters in the house; I placed one between her breasts, one on each of her shoulder blades and one on the small of her back. In two hours her cough almost ceased and was very loose; in four hours she broke into a profuse perspiration. The next day, though very weak, she was free from fever, and the third day was quite well. I also cured my child of diphtheritic sore throat, by wrapping the neck in an Alcock's Porous Plaster."

The bottom dropped out of a big pond on the Cannon farm near Knoxville the other day, and all the water disappeared.

**Rescued From Death.**

William J. Conghlin, of Somerville, Mass., says: "In the fall of 1876 I was taken with bleeding of lungs followed by a severe cough. I lost my appetite and flesh, and was confined to my bed. In 1877 I was advised to go to the Hospital. The doctors said I had a hole in my lung as big as a half dollar. At one time a report went around that I was dead. I gave up hope, but a friend of mine, Mr. W. L. HALL, sent me a bottle of his BALSAM FOR THE LUNGS. I got a bottle, when, to my surprise, I commenced to feel better, and to-day I feel better than for three years past."

WILLIAM J. CONGHLIN, Chemist, Boston.

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DR. FRANCES SPECIAL FLAVOR EXTRACTS MOST PERFECT MADE

Finest and strongest Natural Fruit Flavors. Vanilla, Lemon, Orange, Almond, Rose, etc., etc., made as delicately and naturally as the fruit.

FINE OPPORTUNITY For Investment in a First Class DRUG BUSINESS.

RECENT CHANGES MAKE IT DESIRABLE TO sell the business of W. D. Hoyt & Co., Rome, and persons desiring to invest in a safe and paying business will do well to consider the matter. The business is old and well established, and the highest quality of goods are sold. The business has been known as a drug house for perhaps thirty years and naturally attracts custom. Any one desiring to engage in the business in this thriving little city will do well to open correspondence with W. D. HOYT, Rome, Ga.

**Sale of Thoroughbred Stock.**

FROM THIS DATE WE OFFER AT PRIVATE sale at Spartanburg, the following thoroughbred stock: The entire herd of choice Jersey cattle belonging to the estate of the late S. A. Mills of Spartanburg, S. C., consisting of St. Bernard (849), an imported bull, eight choice young milk cows, several fine young bulls (solid colors) and four of five handsonly marked heifer calves, "sired by St. Bernard" who contains fifty per cent of signal blood, is five years old, very large and of great specimen of his race. The cows are in calf to St. Bernard, and were carefully selected from different Jersey families, aiming to get large and early milking cows. The entire herd is registered or eligible to be in the Herd Books of the American Jersey cattle club. Also two "Blooded" stallions, a Charolais and a Hambleton Stallion, Pedigreed. In five years old, a rich bay, six or seven hands high, dense growth and wonderful trotting action and is finished smooth and elegant in all respects. Bred by Fitch & Co., of New York, and is connected with the famous blood of Hambletonian blood, west of the Atlantic.

CAMBRIDGE—FREDAY STALLION—PEDIGREED, is four years old, rich in the celebrated Morning and other noted blood, large, compactly built and good styled, strictly a "combination horse," performs elegantly, "single, double" and under the saddle, a model specimen and well adapted to this section. Parties desiring information will address Mrs. E. E. Mills, Spartanburg, S. C., or O. P. Mills, Greenville, S. C., when circular of stock-finding pedigree and description will be forwarded with latest information. O. P. Mills, will visit Spartanburg every Saturday for the purpose of meeting parties who would like to purchase stock and to see the business connected with the estate.

E. E. E. Mills, Administrator.

WILBOR'S COMPOUND OF PURE COD LIVER OIL AND LIME.

To the Consumptive—Let those who languish under the sad severity of their climate, and who are unable to leave home, or who are in decided consumption, by no means despair. There is a safe and sure remedy at hand, and one easily tried. Wilbor's Compound of Cod Liver Oil and Lime, without possessing the very unpalatable flavor of the oil as heretofore used, is endorsed by the Phosphate of Lime with a healing property which renders the oil doubly efficacious. Remarkable testimonials are given in the following. Sold by A. WILBOR, Chemist, Boston, and all druggists.

WILBOR'S COMPOUND OF PURE COD LIVER OIL AND LIME.

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## RAILROAD TIME TABLE.

Time Card prepared by Station Master J. R. Armstrong, of the Union Passenger Depot, showing the arrival and departure of all trains in the city:

**CENTRAL RAILROAD.**  
**ARRIVE.**  
 From Savannah 8:22 am  
 From Macon 9:30 am  
 From Macon 11:30 am  
**DEPART.**  
 To Savannah 8:00 am  
 To Macon 9:00 am  
 To Macon 11:00 am

**WESTERN AND ATLANTIC RAILROAD.**  
**ARRIVE.**  
 From Chattanooga 7:50 am  
 From Chattanooga 9:30 am  
 From Chattanooga 11:00 am  
**DEPART.**  
 To Chattanooga 7:50 am  
 To Chattanooga 9:30 am  
 To Chattanooga 11:00 am

**ATLANTA AND WEST POINT RAILROAD.**  
**ARRIVE.**  
 From West Point 7:22 am  
 From West Point 9:00 am  
 From West Point 11:00 am  
**DEPART.**  
 To West Point 7:22 am  
 To West Point 9:00 am  
 To West Point 11:00 am

**GEORGIA RAILROAD.**  
**ARRIVE.**  
 From Augusta 8:00 am  
 From Augusta 9:30 am  
 From Augusta 11:00 am  
**DEPART.**  
 To Augusta 8:00 am  
 To Augusta 9:30 am  
 To Augusta 11:00 am

**RICHMOND AND DANVILLE RAILROAD.**  
**ARRIVE.**  
 From Richmond 8:25 am  
 From Richmond 9:50 am  
 From Richmond 11:15 am  
**DEPART.**  
 To Richmond 8:25 am  
 To Richmond 9:50 am  
 To Richmond 11:15 am

**GEORGIA PACIFIC RAILWAY.**  
**ARRIVE.**  
 From Birmingham 8:00 am  
 From Birmingham 9:30 am  
 From Birmingham 11:00 am  
**DEPART.**  
 To Birmingham 8:00 am  
 To Birmingham 9:30 am  
 To Birmingham 11:00 am

W. H. PATTERSON,

## BOND AND STOCK BROKER,

24 Pryor Street.

WANTED—

City, State and Railroad Bonds. Loans on business and residence property negotiated.

## HUMPHREYS CASTLEMAN,

BROKER AND DEALER IN

## Bonds &amp; Stocks,

Office No. 12 East Alabama St., Atlanta, Ga.

I am authorized agent for the sale of the new state of Georgia 4% per cent bonds. I have orders to advance prices of these bonds to the highest possible limit. Investors interested will be served by purchasing before the 15th of January.

HUMPHREYS CASTLEMAN.

## J. W. PHILLIPS &amp; CO.,

WHOLESALE

## Commission Merchants,

Atlanta, - - - Georgia.

—Telephone 444—

We sell anything sent. Make correct and prompt returns. Can give the best reference our city affords. Send us your stuff.

Our specialty: Georgia, Florida and Tennessee Produce.

## CHANDLER-BROWN CO.,

Grain and Provision

## COMMISSION MERCHANTS.

Established, 1853.

Sole agents in car lot business solicited. Specializing in handling business in futures.

By order of Board of Trade.

## AND COMMERCE.

Savings and Money.

TUTION OFFICE.

January 13, 1886.

buying at par, selling at

STATE AND CITY BONDS.

New Ga. 4% 107

New Ga. 4% 107

New Ga. 4% 107

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New Ga. 4% 107

New Ga. 4% 107

New Ga. 4% 107

New Ga. 4% 107

New Ga. 4% 107

New Ga. 4% 107

100,000 bales; stock 110,000 bales; last year 907,445 bales.

Below we give the opening and closing quotations of cotton futures in New York today:

January 1886 9.25 9.25

February 1886 9.25 9.25

March 1886 9.25 9.25

April 1886 9.25 9.25

May 1886 9.25 9.25

Closed dull but steady; sales 50,000 bales.

Local—Market unchanged. We quote Good middling 9-10c; middling 8-9c; strict low middling 8-9c; low middling 8-9c; strict good ordinary 8-9c; good ordinary 7-8c; tines 8-9c; middling sales 8-9c.

The following is our statement of receipts and shipments for 10 days:

By wagon 20

By rail 25

By water 25

By express 25

By mail 25

By telegraph 25

By post 25

By freight 25

By express 25

By mail 25

By telegraph 25

By post 25

By freight 25

By express 25

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By freight 25

No. 2 red seed, 100 lb. Corn, new mixed 50c.

No. 2 red seed, 100 lb. Corn, new mixed 50c.

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# THE NEW ORLEANS SHREVEPORT AND TEXAS SHORT LINE

via THE GEORGIA PACIFIC RY. CO.

Schedule in Effect December 24, 1885

WESTWARD.

No. 54  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 55  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 56  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 57  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 58  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 59  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 60  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 61  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 62  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 63  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 64  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 65  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 66  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 67  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 68  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 69  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 70  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 71  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 72  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 73  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 74  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 75  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 76  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 77  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 78  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 79  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 80  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 81  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 82  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 83  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 84  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 85  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 86  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 87  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 88  
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Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 89  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 90  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 91  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 92  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 93  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 94  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

No. 95  
Leaves Atlanta 8 00 a. m. daily  
Arrives Birmingham 10 30 a. m.  
Arrives New Orleans 11 30 p. m.

## THE CONSTITUTION.

ENTS FOR TO-DAY, JAN. 14, 1886.

THE CONSTITUTION.

THROUGH THE CITY.

ment Paragraphs Caught on the Fly by

The Constitution Reporters.

STONED.—The lecture of Rev. J. W. Lee

the "Philosophy of Small Men" has been

repeated until the 28th. It will occur then

live's opera house.

YESTERDAY MORNING the young

Webb, who has been in jail for monkey-

business, was taken to the city hall, where

he was given a sum of \$500. Mr. J.

McAllister signing the bond.

MR. BILLY BETTER.—Mr. Frank X. Billy,

undertaker who was thrown from his

wagon before last, and hurt, was much

rejoiced yesterday. He will attend to

Billy's business until he is able to be

discharged.

CHAMBER OF COMMERCE.—There was an

attendance on change yesterday.

Grain was in demand; the bidding on corn

advanced an advance of one-half cent since

selecting on Tuesday. Sales, three car loads

of roof-top in sacks for January delivery

for five and half cents.

ENTERTAINMENT.—An entertainment will be

given tonight at the hall of Good Templars.

Whitcomb street. A most interesting

programme has been prepared, and all

will doubtless spend a most delightful

evening. The entertainment is free, and all

invited.

IN A CRITICAL CONDITION.—Ab Grambling,

was injured day before yesterday by the

explosion of the water tank in Senator Brown's

car, was in a critical condition yesterday.

Mr. Grambling's face was terribly scal-

ed and it is feared that his eyes are perma-

ently injured.

SUPERIOR COURT.—In the superior court

today a decree and settlement was made in

the case of Elliott vs. Elliott. The case was

decided in favor of Elliott. The jury

## DR. ARMSTRONG'S TRIAL

THE COURT TO TRY THE CASE IN SECRET SESSION.

The Organization, With W. C. Hunter as President—

The Press and the Public Excluded—The Case

Postponed Until the Twenty-Sixth.

Yesterday morning the trial of Rev. James

G. Armstrong, by the ecclesiastical court, was

begun.

Ten o'clock was named in the citation as the

time when the trial would begin. At that

hour several newspaper men met in St. Philip's

chapel, the little wooden building that was

constructed out of the old church when the

new building was erected. The place had

been arranged for the court, the stoves were

fired up and tables were provided for the law-

yers, the press and the court. At eleven

o'clock the court came in. All the members

were there as follows: Rev. W. C. Hunter, of

Columbus; Rev. H. K. Reese, of Cave Spring;

Rev. T. G. Pond, of Albany; Rev. Chas. H.

Strong, of Savannah, and Rev. Mr. Lucas, of

Brunswick.

About thirty members of St. Philip's church

were on hand.

THE CONSTITUTION noticed among those

present ex-Governor Bullock, Major Ketner,

Major Fitch, Mr. Z. D. Harrison, Mr. Thomas

P. Walker, Mr. Joseph Thompson, Captain

John Keely, Mr. Fred Scott, Mr. O. C. Fuller

and others.

Mr. Weed, of the standing committee, was

also present, and so was Bishop Beckwith.

The lawyers present were Mr. W. G. Charlton

representing the prosecution as the church

advocate, and Mr. John S. Davidson of Augusta

and Mr. Hoke Smith of Atlanta representing

Dr. Armstrong.

The court, vestment, witnesses, lawyers, re-

porters, etc., gossiped for half an hour, and at

the expiration of that time the court was called

to order.

Rev. Mr. Hunter, of Columbus, had been se-

lected as president of the court and Mr. Strong,

of Savannah, had been selected as the secre-

tary.

## STILSON

RELIABLE GOODS FAIR

53 W. utena/ Street,

MY STO

FALL AND WIN

IS COMPLETE IN A

SUITS FOR ME, D

IN GREAT

I WILL NOT B

GEORGE MUSE,

ASK FOR AND USE DRU

"J. T." or Big Chunk and

AND DON'T YOU

REISER & STERN, SAVANNAH.

STILL GIVING RELIEF.

The Cold and Hungry Apply for Food and

Fuel and Get It.

The weather moderated considerably yes-

terday, and the applications for aid decreased

in proportion.

However, quite a number was relieved.

Early in the morning Captain J. W. English

sent six cords of wood to headquarters for dis-

tribution. The wood was unloaded in the

street, and the requisition came in for wood

from the Western and Atlantic railroad, were drawn

upon. Most of those who applied dur-

ing the day for relief were colored people, but

their wants were attended to with equal

promptness. Dr. Fox was on hand again yes-

terday and worked all day beside the chief.

For four days these two gentlemen have been

on their feet constantly, and have done good

hard work every minute of the day. During

the day a negro woman, stout and healthy

looking, presented herself to Dr. Fox and said:

"I want some 'lief'."

"Where's your order?" asked Dr. Fox.

"Aint got any," she answered.

"Well, you can't get any 'lief' then," re-

marked the doctor.

"I heard that you was giving the poor some-

thing to eat and burn, and I thought I'd come

and see what I could get," she said quite

boldly.

"You are a stout looking woman. Can't you

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"You are a stout looking woman. Can't you

## JEWELER,

LING AND BOTTOM PRICPS.

Atlanta, Georgia.

OK OF

TER CLOTHING

LL DEPARTMENTS.

OYS AND CHILDREN.



